

**FILED**  
Clerk  
District Court

**JUN 13 2006**

For The Northern Mariana Islands  
By \_\_\_\_\_  
(Deputy Clerk)

**Lillian A. Tenorio**

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Attorney for Plaintiffs/Judgment Creditors Angelito Trinidad, Esperanza David, Ronnie Palermino,  
and Tony Alovera

**IN THE UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF THE NORTHERN MARIANA ISLANDS**

ANGELITO TRINIDAD, et al,

Plaintiffs,

vs.

JOHN S. PANGELINAN, et al.,

Defendants.

**CIVIL ACTION NO. 97-<sup>2073</sup>~~003~~**

**DECLARATION OF ROY  
ALEXANDER REGARDING  
REPORT ON NOTICE OF SALE  
FOR JUNE 2, 2006**

I, ROY ALEXANDER, do hereby declare the following:

1. I am a United States citizen, and am over the age of 18.

2. I make this Declaration from my personal knowledge, and if called to  
testify, I could and would do so on the basis of the facts and circumstances set  
forth herein.

1           3.     On June 1, 2006, I received a call from my office staff Roy Bueno  
2     that a John S. Pangelinan was waiting for me in my office in San Jose Village and  
3     that he was waiting to personally deliver a letter to me at my office.  
4

5           4.     I recognized the name as one of the defendants in the above suit in  
6     which I have been appointed by the court to levy execution on his property and  
7     conduct an auction if necessary to satisfy the remaining balance on the judgement  
8     and other costs relating to the suit.  
9

10          5.     Because I was in conference at a project located within walking  
11     distance from my office, I told Mr. Bueno to obtain Mr. Pangelinan's telephone  
12     number so that I would call him when I returned to the office and that I was not  
13     sure when my meeting would be over.  
14

15          6.     I purposefully stayed away from my office until I saw Mr. Pangelinan  
16     leave the premises.  
17

18          7.     Upon my return, Mr. Bueno showed me the letter that Mr. Pangelinan  
19     left for me. The letter was addressed to "Editor" and concerns the auction of Lot  
20     No. E.A. 222 that I had scheduled for June 2, 2006. (*See* Letter attached as Ex.  
21     "A").  
22

23          8.     Written in a tone to dissuade and even threaten any potential bidder  
24     on the property, Mr. Pangelinan writes that anyone who purchases the property  
25     "will feel my wrath with a vengeance."  
26  
27

1           9.     Concerned about my staff's safety and individuals attending the  
2 auction, I telephoned Lillian A. Tenorio. It was decided to proceed with the  
3 auction and to call the police if it became necessary to do so.  
4

5           10.    Before the appointed time of the auction on June 2, 2006, I spoke to  
6 Ms. Tenorio on the telephone. She advised me that the auction would be  
7 postponed given that the Pangelinan letter was published in that day's edition of  
8 the Marianas Variety. (See Ex. "B".) It was agreed at 10:30 am, I would  
9 announce the postponement of the auction until a later date.  
10

11           11.    At 10:30 am, I stepped into the receiving area of my office and  
12 noticed that the only person present to attend the auction was Mr. Pangelinan.  
13 Upon hearing my announcement that the auction was postponed, he was visibly  
14 relieved of the news and said "Thank You" and left with a parting remark that I  
15 was "smart not to be involved."  
16

17           12.    The auction was set in advance and notice of the date and time of the  
18 auction was published twice in local newspapers. (See Ex. "C".) Because of Mr.  
19 Pangelinan's disruptive action in publishing his letter threatening retribution, I  
20 have no other choice but to incur additional costs to reschedule the auction for a  
21 later date and time.  
22

23           I declare under penalty of perjury that the foregoing is true and correct to  
24 the best of my knowledge.  
25  
26  
27  
28

Signed this 12<sup>th</sup> day of June, 2006.

A handwritten signature in black ink, appearing to read 'Roy Alexander', written over a horizontal line.

ROY ALEXANDER

June 1, 2006

Dear Editor,

A public notice has been made in the newspapers that my land in Papago will be auctioned off this Friday, June 2, 2006, by a Roy E. Alexander. Lest anybody kissing his money goodbye and buying nothing, I wish to inform everyone that the sale tomorrow is invalid and whoever becomes a purchaser acquires nothing and instead buys himself a lawsuit. I presently live on it and will never yeild it to anyone come typhoon, tsunami, volcanic eruption or the devil himself, and whoever comes over and claims it will feel my wrath with a vengeance.

The sale is invalid because the district court that authorized the sale had no jurisdiction over the subject matter and over me in the case from which the authorization came from. Everything in and about that case is void. Void judgment and orders of a court may be freely ignored and disobeyed, which in may case I choose to.

I was imprisoned for some nineteen months for disobedience of an order of the court in the case and released when the people who put me there finally gave up. I now await a decision from a circuit judge of the U S. Court of Appeals for the Ninth Circuit to whom I directed a petition for writ of habeas corpus for a determination of the illegality of my imprisonment. Right now I am drafting a huge lawsuit against all those responsible parties who put me in jail and against all those who injured or will injure me in my property relating to that case. Believe me, you would not want to be a party to it.

Thus, everyone is notified and informed.

Sincerely,

John S. Pangelinan

**EXHIBIT**



# Letters to the editor

LETTERS to the editor must carry the full name of the writer and signature, with a telephone case of faxed or mailed letters for verification. Letters addressed to other publications or to the editor and those endorsing them will not be published.

## Not so fast

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**JOHN S. PANGELINAN**  
*Papago, Saipan*

EXHIBIT

Saipan Tribune

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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF THE NORTHERN MARIANA ISLANDS

ANGELITO TRINIDAD, et al.  
Plaintiffs  
vs.  
JOHN S. PANGLOSSMAN, et al.  
Defendants

CASE NO. 02-450073  
NOTICE OF SALE

NOTICE IS HEREBY GIVEN pursuant to the Amended Order Granting Writ of Execution issued by the Court in this matter on March 6, 2006, to sell, at public auction, to the highest bidder on the terms and conditions set forth herein below, all of the right, title, and interest of Defendants in and to the following property:

Lot No. EA No. 222, situated in Papego, Saipan, Commonwealth of Northern Mariana Islands containing an area of 96,505 square meters, more or less, as more particularly described in "Drawing/Canal" Plot No. 2043/80, the original of which was registered with Land Registry as Document No. 10761, on the 18th day of September 1980.

1) Date, Time and Place of Sale: The sale will be held on Friday, June 02, 2006 at the Alexander Realty & Development office, Alexander Building Beach Road, San Jose, at the hour of 10:30 a.m. The sale will be open to the general public.

2) Inspection of Property: The property described above is presently located at the former highway formerly on the "Drawing/Canal" Plot No. 2043/80, the original of which was registered with Land Registry as Document No. 10761, on the 18th day of September 1980. It is the obligation of the bidder to inspect the property, failure to inspect the property or any portion thereof will not constitute ground for any claim, adjustment, or rescission by any buyer.

3) Warranties and Covenants: All property sold at sale in this Notice will be sold in its current condition, and at its current location. The sale will be held without any warranties or covenants whatsoever, whether express or implied, including but not limited to warranties of title, merchantability, and/or fitness for any purpose whatsoever, all of which warranties and covenants are hereby expressly disclaimed. The undersigned and the Plaintiff hereby give any warranty or covenant, express or implied, with respect to the property listed for sale in this Notice. Where the undersigned and the Plaintiff shall be liable for the delivery of the property listed for sale in this Notice, or for any defect in the description thereof, they shall not be entitled to rescind, damages, or any other remedy on account thereof.

4) Conduct of Sale: (a) However, the undersigned may be held liable, in whole or in part, for any property offered for sale may or may not be disclosed for bidders, in the public auction of the undersigned.

(b) Rights and Duties of Auctioneer: Consistent with the terms, conditions, and regulations of the Commonwealth of the Northern Mariana Islands governing public sales, the undersigned shall have the following rights and duties after receiving the auctioneer's bid to which the property listed for sale in this Notice is subject: (i) to receive the bid for such property is accepted, (ii) to inform the sale owner of any bid, before any specific property is struck off without securing any liability whatsoever, thereby, and (iii) to reject, on behalf of the sale, any bid or bids, for any reason.

(c) Bids: Bids may be submitted in advance of any or all of the property listed in this Notice. The highest of such bids will automatically be considered the opening bid for the item. Advance bids may be submitted only in writing, signed by the bidder, and delivered to the Law Office of John S. Panglossman at P.O. Box, Chalan Kupa, Saipan 96950. The bidder assumes all risk of non-delivery, late delivery, or non-delivery of bids. Any person, including the Plaintiff, may bid in person at the auction sale, whether or not such person has submitted an advance bid.

(d) Deposit: The undersigned may require any property listed in this Notice to deposit a sum of money as a security deposit.

5) Enforcement of Deposit: (a) Payment: Every successful bidder shall pay to the undersigned a deposit of not less than 10% of the purchase price immediately after the sale is consummated. Payment shall be in cash or by certified check. The advance must be paid to the Plaintiff, or to the Law Office of John S. Panglossman, at P.O. Box, Chalan Kupa, Saipan 96950, within three (3) days after the date of sale, in cash or by certified check. If the bidder is not to pay, the Plaintiff will retain the deposit of the bidder and will again offer the property for sale.

(b) Withdrawal of Bid: A bid submitted by the undersigned, every successful bidder must sign a Withdrawal of Bid, immediately after the sale or any property listed for sale.

6) Final Appeal: The undersigned may be subject to appeal by the Court. The undersigned may be subject to appeal by the Court, with respect to court approval of the sale, including but not limited to the time at which such appeal may be granted or denied. However, the granting of court approval shall not prejudice the any claim, adjustment, or rescission by any successful bidder. The successful bidder will be promptly notified of and when court approval is granted or denied. If the court approves the sale, the successful bidder shall immediately pay any balance on the total bid price. If the court denies the sale, any deposit shall be returned to the bidder without interest.

7) Removal or Storage of Personal Property: The successful bidder shall have the right to remove any personal property attached to the place of sale. After the expiration of this 24-hour period, the successful bidder shall bear the entire risk of loss or damage to such property, and shall be liable for all expenses of care for and/or storing such property.

8) Changes of Terms and Conditions: The undersigned and the Plaintiff reserve the right to change any of the terms hereof by announcement, written or oral, made before the auction sale, or a the commencement thereof, and such change or changes, by virtue of this clause, shall be binding on all bidders by constructive notice.

Date: May 15, 2006

/s/ Roy E. Alexander  
Auctioneer  
Tel. No. 234-5117

EXHIBIT  
C